

**EXHIBIT S**  
**TO THE DECLARATION OF**  
**JOHN W. SMITH T**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

<b>IN RE:</b>	)	
<b>RESIDENTIAL CAPITAL, LLC, <i>et. al.</i>,</b>	)	
	)	
<b>Debtors.</b>	)	<b>CASE NUMBER:</b>
	)	<b>12-12020</b>
	)	

**EXHIBIT S TO THE DECLARATION OF JOHN W. SMITH T**

1) *Deutsche Bank Trust Co. Americas as Trustee for RALI 2007QS3 v. Barry F. Mack, et al.*, Case No. 09-7336-CA, Circuit Court for Collier County, Florida. DJSPA filed a foreclosure lawsuit on August 20, 2009 on behalf of Deutsche Bank Trust Co. Americas as Trustee for RALI 2007QS3 Trust (“DBTC”) against Borrowers. The subject loan was serviced by GMACM. Borrowers filed counterclaims on September 11, 2009, but DJSPA failed to file any response, resulting in a default. The suit remained pending for over eighteen months during which time DJSPA failed to respond to discovery, motions, and other communications relating to the suit. Ultimately, on May 5, 2011, a final judgment was issued by the court against DBTC, awarding Borrowers \$469,470.27 in damages. GMACM referred the matter to new counsel who was able to get the default partially set aside. GMACM has thus far incurred \$500,231.37 in fees and costs as a result of DJSPA’s error.<sup>1</sup>

2) *GMAC Mortgage, LLC v. Michael Montroy, et al.*, Case No. 52-2008-CA-005375, Circuit Court for Pinellas County, Florida. DJSPA filed a foreclosure lawsuit (the “Montroy Lawsuit”) on behalf of GMACM in 2008 against a borrower in default. The Montroy Lawsuit filing was supported by an assignment of mortgage that was improperly notarized by DJSPA). The borrowers moved to dismiss the action. GMACM referred the matter to new

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<sup>1</sup> In addition, on August 8, 2012, Borrowers submitted a proof of claim in this matter in the amount of \$32,850,000.00. This claim is pending.

counsel for handling. A corrected assignment was submitted and the motion to dismiss was denied as moot. GMACM incurred \$7,300 in fees and costs as a consequence.

3) *Bank of New York Mellon Trust Company v. Dana Joy Allen, et al.*, Case No. 2010-985-CA, Circuit Court for Bay County, Florida. DJSPA filed a foreclosure lawsuit on April 8, 2010 on behalf of BONY against borrower. The subject loan was serviced by GMACM. A junior lien holder (Sunnyside Beach and Tennis Club Condominium Assoc. ("SBTCCA")) challenged BONY's priority status and filed a motion for summary judgment. DJSPA failed to oppose the motion which was granted as a default against BONY, awarding SBTCCA \$25,000. GMACM referred the matter to new counsel who was able to have the default set aside, but GMACM incurred \$5,977.70 in fees and costs to handle.

4) *Deutsche Bank and Trust Co. v. Danny Armstrong*, Case No. 16-2008-CA-015892, Circuit Court for Duval County, Florida. DJSPA filed a foreclosure lawsuit in 2008 on behalf of DBTC against borrower. The subject loan was serviced by GMACM. The borrower filed a counterclaim on Feb. 1, 2009, but DJSPA failed to file any response, resulting in a default judgment against DBTC on April 22, 2009. GMACM referred the matter to new counsel who was able to get the default set aside, but GMACM incurred \$19,645.40 in fees and costs, before reaching a settlement.

5) *U.S. Bank, N.A. v. Margaret Lipinski*, Case No. 10-15855-CI, Circuit Court for Pinellas County, Florida. DJSPA filed a foreclosure lawsuit on October 27, 2010 on behalf of U.S. Bank against borrower. The subject loan was serviced by GMACM. DJSPA failed to respond to requests for admissions which resulted in summary judgment for borrower and attorney's fees in the amount of \$5,280, all of which were affirmed on appeal. GMACM

incurred \$46,815.28 in additional fees and costs in seeking to have the summary judgment vacated and in handling the appeal.

6) *Bank of New York Mellon Trust Co., N.A. v. Eric Tamayo*, Case No. 09-2229-CA, Circuit Court for Collier County, Florida. DJSPA filed a foreclosure lawsuit in 2009 on behalf of BONY against borrower. The subject loan was serviced by GMACM. DJSPA failed to respond to borrower's discovery or motion to compel, resulting in an order for sanctions against BONY in the amount of \$4,200, which GMACM paid. In addition, DJSPA lost the original note, and replacement counsel had to facilitate the execution of a new affidavit of indebtedness and a lost note affidavit to move forward with summary judgment. GMACM referred the matter to new counsel and incurred \$7,300 in fees and costs as a consequence.

7) *GMAC Mortgage, LLC v. Carrie Gasque*, Case No. 16-2008-CA-012971, Circuit Court for Duval County, Florida. DJSPA filed a foreclosure lawsuit on October 1, 2008 on behalf of GMACM against borrower. The borrower filed counterclaims. DJSPA signed and filed an assignment of mortgage but admitted in a deposition that the dates were falsified. Further, DJSPA lost the original note sent to it by GMACM. To investigate and litigate the lost note and falsified assignment issues, GMACM incurred \$11,246.81 in fees and costs.

8) *GMAC Mortgage v. Patrick Hopper*, Case No. 2009-011026-CA, Circuit Court for Collier County, Florida. DJSPA filed a foreclosure lawsuit on December 28, 2009 on behalf of GMACM against borrower. Stern used a standard-form foreclosure complaint, which erroneously stated that GMACM was the "owner" of the note. This error led to all of the borrower's subsequent counterclaims and defenses to the foreclosure. GMACM referred the matter to new counsel and incurred \$104,112.26 in fees and expenses to litigate against the borrower, and was required to pay \$13,500.00 to settle these claims.

9) *GMAC Mortgage, LLC v. Christopher Contreras*, Case No. 2010-2868-CA, Circuit Court for Sarasota County, Florida. DJSPA filed a foreclosure lawsuit on behalf of GMACM against the borrower in default. The borrower asserted putative class action counterclaims against GMACM and similar putative class action cross claims against DJSPA on November 23, 2010. Borrower alleged that DJSPA had submitted “false assignments and affidavits created by or at the instruction of” DJSPA in connection with past and pending foreclosure actions in Florida. Borrower asserted claims under the Florida Deceptive and Unfair Trade Practices Act, the Florida Consumer Collections Practices Act, and the Fair Debt Collection Practices Act, and for “fraud on the court.” After extensive motion practice and briefing, the counterclaims were voluntarily dismissed. GMACM incurred \$139,495.51 in fees and costs in seeking to have the counterclaims dismissed.

**Total: \$865,104.33**